

CITY OF NEWARK

CONTRACT NO. 15-07



**REQUEST FOR PROPOSALS/PRICING FOR
2015-2018
SOLID WASTE, RECYCLING, & YARD WASTE
COLLECTION & DISPOSAL
CONTRACT**

CITY OF NEWARK

PUBLIC BID NOTICE

The City of Newark is accepting bids for Solid Waste, Recycling, & Yard Waste Collection & Disposal within the City of Newark municipal limits for a three (3) year period, beginning July 1, 2015.

BID REQUIREMENTS

Each bid shall be submitted on the proposal form included herein. The proposal and all other required documents must be submitted in a sealed envelope clearly identified with the bidder's name and marked "City of Newark - Contract No. 15-07, 2015 - 2018 Solid Waste, Recycling, & Yard Waste Collection & Disposal Contract". **Bid Documents must be received in the Purchasing Office prior to 2:00 p.m. prevailing time, Tuesday April 28th, 2015.** Each bid so submitted shall constitute an irrevocable offer for a period of sixty (60) calendar days following the bid opening date.

Bids shall be submitted to:

City of Newark
Office of the City Manager
220 South Main Street
Newark, DE 19711

Attendance is MANDATORY at a pre-bid Meeting on Tuesday, April 14th, 2015 at 10:00 AM at the Newark Municipal Building, 220 South Main Street, Newark, DE. For information, call (302) 366-7000.

The City of Newark reserves the right to offer contract terms less than the three (3) year term solicited in this request for bid. The contract may be renewed at the end of the initial term, subject to terms and conditions mutually agreed upon by the City of Newark and the Contractor. Contractors may submit alternative proposals for contract terms in excess of three (3) years.

Certain parts of this bid request are mandatory; others are voluntary. Nonparticipation in the optional requests for bid will not preclude your responses to the mandatory sections from consideration. The bid results of the voluntary sections will not serve as the basis for rejection or acceptance of the mandatory bid requests. The curbside and commercial portions of this contract may be awarded separately at the discretion of the City.

Each bid must be accompanied by a certified check, or cashier's check, or bid bond in the amount of 5 percent (5%) of the proposed bid price, payable to the City of Newark. Failure to provide the required bid security at the time of submission will result in an incomplete submission and may be grounds for rejection of the bid.

If the successful bidder fails or refuses to execute and deliver the contract within fourteen (14) calendar days after receiving notice of the award of the contract, the successful bidder shall forfeit to the City for such failure or refusal the security deposited with the bid. Any certified check or cashier's check submitted as security shall be returned to all unsuccessful bidders sixty (60) calendar days after the bid opening date. The successful bidder shall provide the City with a Contract Surety Bond in the full amount of the contract guaranteeing faithful performance of the contract. Such bond shall be provided to the City with the executed contract within fourteen (14) calendar days after receiving notice of award of the contract. Upon receipt of the contract surety bond, the City will return any certified check or cashier's check submitted as bid security by the successful bidder.

Please refer to the General Provisions listed later in this document for additional bid requirements.

CONTRACT SPECIFICATIONS AND SPECIAL PROVISIONS

1. DEFINITION OF TERMS

Garbage:	Animal and vegetable waste resulting from the handling, preparation, cooking and consumption of foods (exclusive of recognized industrial by-products and human or animal feces).
Refuse:	All solid waste materials, combustible or non-combustible (other than sewage), collected from all residents.
Rubbish:	All solid waste other than garbage, offal and ashes (including waste paper, cartons, wood, cloth, metals or glass).
Bulk Rubbish:	Appliances (including but not limited to washers, dryers, freezers, refrigerators, air conditioners) and furniture, NOT INCLUDED are waste materials generated by contractors from home alterations, oil or lead base paints, toxic chemicals, tires, batteries and yard waste. Bulk rubbish service is not provided to non-residential customers.
Single-stream Recycling:	Generally, single stream recycling refers to the collection of commingled newsprint, telephone books, paper and junk mail, aluminum, glass of all colors, narrow-neck plastic bottles, plastic grocery bags, paperboard and corrugated cardboard. See Senate Bill No. 234 from the Delaware State Senate 145 th General Assembly for specific definition of single-stream and recycling.
Yard Waste:	Yard waste refers to waste resulting from maintenance or removal of vegetation, including but not limited to: brush, branches, leaves, garden debris, shrubs, tree limbs smaller than 6" in diameter and 4' in length, and grass clippings.

2. GENERAL DESCRIPTION

The terms "solid waste," "refuse," "trash," "garbage" and "rubbish" are used interchangeably throughout this document. The terms "contractor," "hauler," "firm," "bidder" "respondent" and "vendor" are used interchangeably. Please refer to Section I for definitions of terms.

The City of Newark's Solid Waste Collection and Disposal Programs consist of:

- A. Complete collection of all residential curbside **refuse** from all residential units within the City of Newark municipal limits **once per week** in accordance with the collection options spelled out in the bid requirements section of this contract.
- B. Complete collection of all residential curbside **recyclables** from all residential units within the City of Newark municipal limits **once per week** in accordance with the collection options spelled out in the bid requirements section of this contract.
- C. Complete collection of all residential curbside **yard waste** from all residential units within the City of Newark municipal limits **once per week** in accordance with the collection options spelled out in the bid requirements section of this contract.
- D. Complete collection of all residential dumpster **refuse** from all City facilities, Aetna Hose Hook and Ladder, the Newark Senior Center and all fee simple residential units within the City of Newark municipal limits **once per week** in accordance with the collection options spelled out in the bid requirements section of this contract.
- E. Complete collection of all residential dumpster **recycling** from all City facilities, Aetna Hose Hook and Ladder, the Newark Senior Center and all fee simple residential units within the City of Newark municipal limits **once per week** in accordance with the collection options spelled out in the bid requirements section of this contract.
- F. Complete collection of 25 Big Belly solar refuse compactors and 25 Big Belly solar recycling compactors from East Main Street **twice per week** in accordance with the collection options spelled out in the bid requirements section of this contract.
- G. The Contractor must dispose of all collected solid waste, recyclables and yard waste at their expense.
- H. The Contractor must adhere to all codes and ordinances of the City of Newark, the State of Delaware, and any and all other appropriate regulatory bodies.
- I. The City currently uses exclusively Schaefer 35 and 95 gallon wheeled refuse carts. All carts provided by the contractor shall match the current carts in body color, lid color, Newark logo hot stamp, and manufacturer unless approved in advance by the Director of Public Works and Water Resources ("PWWR"). All new refuse carts shall be green body with green lid. All new recycling carts shall be green body with yellow lid. All new yard waste carts shall be green body with brown lid. The contractor shall provide the option for both 35 and 95 gallon carts for all new customers and maintain both sizes per the contract.

- J. The City currently uses exclusively rear loading dumpsters, green in color, with a Newark logo. The contractor may change dumpsters from rear to front loading if desired as part of the contract. If changed, all rear loading dumpsters shall be returned to the City at the Newark municipal yard.

Current City of Newark curb side collections are performed using 10 total refuse routes, 10 total single stream recycling routes, and 5 total yard waste routes. Trash is collected from ½ of the City on Monday and the other half on Tuesday. Similarly, recycling is collected from those areas with Monday refuse collection on Thursday and those areas with Tuesday refuse collection on Friday. Yard waste is collected from the entire City on Wednesday. Refuse and single stream recycling are currently fully automated. The City has recently purchased approximately 2,850 automated yard waste carts in addition to the approximately 208 in use as of 1/1/2015. We feel that this number of carts (3,058) will likely satisfy the demand for yard waste carts, but there is a chance that more or less carts may be necessary if demand varies from our current estimate. It is the intention of this contract to include any cost that may be associated with distribution of additional carts as necessary. Our Code prohibits non-automated curbside collection for refuse and recycling. PWWR staff is preparing to draft an ordinance to extend this prohibition to yard waste collection and expects it to be in place prior to the start of the contract. Bulk items are collected on an individually scheduled basis.

The City currently uses all rear loading dumpsters.

The City will have 25 Big Belly solar refuse and recycling compactors (total of 50 compactors) on Main Street by the start of the contract. These are collected two times per week and require the use of specific bags that fit the compactor bins.

In 2014, the City collected the following quantities (in tons) through a combination of curbside and dumpster collection:

Solid Waste/Refuse	5,709 tons
Single Stream Recycling	465 tons
Bulk Metal	31 tons
Yard Waste	975 tons

3. CONTRACTOR QUALIFICATIONS

- A. Contractor shall provide evidence and work-related references concerning experience and financial ability to properly perform the contract assigned.
- a. Publicly traded companies shall provide the following information:
- Three years of 10-K filings with the Securities and Exchange Commission (SEC), or a link to the Company's corporate investor relations website containing links to all SEC filings, and
 - Ticker symbol and exchange, and
 - Federal Taxpayer Identification Number (TIN) / Federal Employer Identification Number (EIN) for corporate entity and operating

iv. Dun & Bradstreet DUNS® Number for corporate entity and operating subsidiary responsible for proposal if different from corporate entity.

i. Federal Taxpayer Identification Number (TIN) / Federal Employer Identification Number (EIN) for parent company and operating subsidiary responsible for proposal if different from parent company, and

iii. One of the following two documentation requirements:

2. Three most recent years of Federal corporate income tax filings. Such information shall be protected from public disclosure pursuant to Delaware code.

D. Contractor shall not assign the contract by power of attorney nor subcontract the work without advance consideration and written consent of the City of Newark. If subcontracting is approved, said subcontractor shall conform to the specifications of the City of Newark.

F. All vehicles, machinery, and equipment owned or controlled by the Contractor, that is proposed to be used by the Contractor for the contracted work, shall be

in sufficient mechanical condition as to meet the requirements of the work and to produce satisfactory quality of work. Equipment used on any portion of the contract shall be such that no injury to the roadway, adjacent property, or other highways results from its use. Contractor shall be responsible for any damages to aforementioned roadways, properties, and/or highways as a result of failure to meet said requirements. Newark reserves the right to visually confirm the existence of suitable equipment.

- G. "Injury" is defined to include physical damage, spills, leakages, and illegal discharges of any kind. All vehicles used for this contract shall be equipped with a City approved spill response kit at all times while performing work included in this contract. Any such spill, leakage, or discharge shall be remediated immediately upon recognition or notification of the spill. Failure to remediate any "injury" as prescribed herein to the satisfaction of the City of Newark may result in: (1) the City of Newark's remediation of the injury, through a third party contract or otherwise, at the Contractor's expense, (2) the termination of the agreement, or both.

4. REQUIRED COLLECTION SCHEDULE

- A. Requirements for collection schedules shall be:

- Refuse collection one (1) time per week in accordance with the bid option selected by the City. Contractor should specify collection date for each bid option on the bid form.
- Recycling collection one (1) time per week in accordance with the bid option selected by the City. Contractor should specify collection date for each bid option on the bid form.
- Yard waste collection one (1) time per week in accordance with the bid option selected by the City. Contractor should specify collection date for each bid option on the bid form.
- East Main Street Big Belly solar compactor refuse and recycling collection two (2) times per week, evenly spaced. The compactors use specially sized bags and the contractor shall provide replacement bags as necessary through the term of the contract. Contractor should specify collection date for each bid option on the bid form.
- Bulk rubbish collection frequency and methodology should be specified by the contractor for each option on the bid form.
- The Contractor must indicate in the submittal package the proposed collection schedule for residential refuse collection, which day will be for recyclables collection and which day will be for yard waste collection. Contractor may request different collection days in the

future, subject to approval by the City of Newark, with ninety (90) days' notice.

- No collection will be permitted before 7:00 a.m. or after 6:00 p.m. except in emergency situations in which case the City of Newark must be notified immediately and approval must be granted.
- No collection will be permitted on Cleveland Avenue between the hours of 7:00 AM through 9:00 AM and 4:00 PM through 6:00 PM.
- No collection will be required on days where the City has declared a "Snow Emergency." If the hauler chooses to postpone collection during the snow emergency, the collections that would have been made on the day of the emergency shall be collected on a later day that week, with Saturday as an option. The hauler shall notify the Public Works and Water Resources Department by 7:15 AM the morning of the declared snow emergency if they intend to postpone collection and if so, a schedule must be provided.

- B. When the daily scheduled collection is not completed by 6:00 p.m., a non-compliance penalty shall be imposed in the amount of \$500. A separate violation of the contract shall occur each day the scheduled collections are not completed by 6:00 p.m.
- C. The City of Newark reserves the sole right to investigate and determine whether violations concerning the late collection provisions of the contract exist.
- D. No collections will be required on the days when the State of Delaware Landfill is not opened or on the following observed holidays:
- | | |
|--------------------|-----------------|
| • New Year's Day | • Memorial Day |
| • Independence Day | • Labor Day |
| • Thanksgiving Day | • Christmas Day |
- E. Contractor must provide the City of Newark with an annual collection schedule for each coming calendar year by November 30th of the previous year.

5. BID REQUIREMENTS

The quoted amounts must represent the comprehensive, all-inclusive cost of service covering all known and unknown expenses, including but not limited to fuel, tipping/dumping, taxes, permitting, environmental, licensing, and other fees and surcharges. The quoted amount must also include the cost of maintaining all existing dumpsters, 35, and 95-gallon refuse, recycling, and yard waste containers along with providing dumpsters, 35, and 95 gallon containers to new customers as necessary. Maintenance includes, but is not limited to the cost associated with and responsibility for: repair, replacement, cleaning, delivery, pick-up and storage of all containers.

The City of Newark shall be responsible for providing a true count of all residential customers at the outset of the contract and providing a list of all new and/or discontinued residential units on a monthly basis. The Contractor will be responsible for maintaining an up-to-date database based on the provided account information which shall be used to invoice the City on a monthly basis. This database shall be made available to the City upon request for review and auditing within two (2) business days of said request.

The City will provide the contractor at the outset of the contract a list containing the cart number for each refuse, recycling, and yard waste cart assigned to each residential property. The contractor will be responsible for maintaining this list and providing it to the City within two (2) business days of said request.

Please submit all bids using the enclosed forms.

A. Mandatory (unless only submitting an optional bid as outlined in item B below):

Submit a quote expressed in US dollars per residential customer per month for collection of refuse, recycling, and yard waste with:

- Refuse collected from all areas of the City on each Monday, Tuesday, or a combination of both days
- Recycling collected from all areas of the City on each Thursday, Friday, or a combination of both days
- Yard waste collected from all areas of the City on each Wednesday
- Main Street Big Belly refuse compactors collected twice a week, evenly spaced, Monday through Friday
- Main Street Big Belly recycling compactors collected twice a week, evenly spaced, Monday through Friday

Collection Schedule Item A – Specify Days					
Collection Type	Monday	Tuesday	Wednesday	Thursday	Friday
Refuse					
Recycling					
Main Street Refuse					
Main Street Recycling					
Yard Waste					
Bulk					
Method of Bulk Collection:					

July 1, 2015 – June 30, 2016				
Collection Type	Current Quantity	Unit Price / Month	Total Cost / Month	Total Cost / Year
Curb Side	6,537			
Main Street Compactors	25			

July 1, 2016 – June 30, 2017				
Collection Type	Current Quantity	Unit Price / Month	Total Cost / Month	Total Cost / Year
Curb Side	6,537			
Main Street Compactors	25			

July 1, 2017 – June 30, 2018				
Collection Type	Current Quantity	Unit Price / Month	Total Cost / Month	Total Cost / Year
Curb Side	6,537			
Main Street Compactors	25			

B. Optional

Submit a quote expressed in US dollars per month for once a week collection for the listed quantity of all of the following commercial dumpster sizes. The City reserves the right to increase or decrease the quantity of each size dumpster and in the event that actual quantities vary from those listed below, the unit prices charged for each size shall not change.

Item B July 1, 2015 – June 30, 2016			
Dumpster Size	Current Quantity	Unit Price / Mo.	Cost Per Month
95 Gallon Refuse	10		
2-Yard Refuse	16		
4-Yard Refuse	5		
6-Yard Refuse	6		
8-Yard Refuse	12		
95 Gallon Recycling	27		
2-Yard Recycling	13		
4-Yard Recycling	1		
6-Yard Recycling	3		
8-Yard Recycling	3		

Item B July 1, 2016 – June 30, 2017			
Dumpster Size	Current Quantity	Unit Price / Mo.	Cost Per Month
95 Gallon Refuse	10		
2-Yard Refuse	16		
4-Yard Refuse	5		
6-Yard Refuse	6		
8-Yard Refuse	12		
95 Gallon Recycling	27		
2-Yard Recycling	13		
4-Yard Recycling	1		
6-Yard Recycling	3		
8-Yard Recycling	3		

Item B July 1, 2017 – June 30, 2018			
Dumpster Size	Current Quantity	Unit Price / Mo.	Cost Per Month
95 Gallon Refuse	10		
2-Yard Refuse	16		
4-Yard Refuse	5		
6-Yard Refuse	6		
8-Yard Refuse	12		
95 Gallon Recycling	27		
2-Yard Recycling	13		
4-Yard Recycling	1		
6-Yard Recycling	3		
8-Yard Recycling	3		

C. Optional:

Submit a quote expressed in US dollars per residential customer per month for collection of refuse, recycling, and yard waste with:

- Refuse collected from all areas of the City on one day, Monday through Friday, may coincide with recycling or yard waste.
- Recycling collected from all areas of the City on one day, Monday through Friday, may coincide with refuse or yard waste.
- Yard waste collected from all areas of the City on one day, Monday through Friday, may coincide with refuse or recycling.
- Main Street Big Belly refuse compactors collected twice a week, evenly spaced, Monday through Friday
- Main Street Big Belly recycling compactors collected twice a week, evenly spaced, Monday through Friday

Collection Schedule Item C – Specify Days (One Day Per Week Per Collection Type)					
Collection Type	Monday	Tuesday	Wednesday	Thursday	Friday
Refuse					
Recycling					
Main Street Refuse					
Main Street Recycling					
Yard Waste					
Bulk					
Method of Bulk Collection:					

July 1, 2015 – June 30, 2016				
Collection Type	Current Quantity	Unit Price / Month	Total Cost / Month	Total Cost / Year
Curb Side	6,537			
Main Street Compactors	25			

July 1, 2016 – June 30, 2017				
Collection Type	Current Quantity	Unit Price / Month	Total Cost / Month	Total Cost / Year
Curb Side	6,537			
Main Street Compactors	25			

July 1, 2017 – June 30, 2018				
Collection Type	Current Quantity	Unit Price / Month	Total Cost / Month	Total Cost / Year
Curb Side	6,537			
Main Street Compactors	25			

D. Optional:

Submit a quote expressed in US dollars per residential customer per month for collection of refuse, recycling, and yard waste with:

- Refuse, recycling, Main Street, and yard waste each collected once per week on a schedule determined by the hauler.

Collection Schedule Item D – Specify Days					
Collection Type	Monday	Tuesday	Wednesday	Thursday	Friday
Refuse					
Recycling					
Main Street Refuse					
Main Street Recycling					
Yard Waste					
Bulk					
Method of Bulk Collection:					

July 1, 2015 – June 30, 2016				
Collection Type	Current Quantity	Unit Price / Month	Total Cost / Month	Total Cost / Year
Curb Side	6,537			
Main Street Compactors	25			

July 1, 2016 – June 30, 2017				
Collection Type	Current Quantity	Unit Price / Month	Total Cost / Month	Total Cost / Year
Curb Side	6,537			
Main Street Compactors	25			

July 1, 2017 – June 30, 2018				
Collection Type	Current Quantity	Unit Price / Month	Total Cost / Month	Total Cost / Year
Curb Side	6,537			
Main Street Compactors	25			

Exceptions to Item A:

Exceptions to Item B:

Exceptions to Item C:

Exceptions to Item D:

GENERAL PROVISIONS

6. RIGHTS OF THE CITY

The Mayor and Council of the City of Newark, Delaware reserve the right to reject any or all bids, to waive minor technicalities, and to select the bid most beneficial to the City of Newark.

7. PAYMENT TERMS

The City of Newark will authorize and process for payment each invoice within forty-five (45) days after the date of receipt of a correct invoice. The Contractor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the City of Newark's option, without imposing any additional fees, costs or conditions.

8. TAXES

The price(s) quoted shall not include federal or state taxes. If applicable, the successful bidder shall provide the City with three (3) copies of the required tax exemption forms to accompany the bidder's invoice.

9. AWARDS

The City Manager will review each of the bids submitted and make a recommendation to the City Council on the disposition of the bids. The City Council reserves the right to accept or reject any or all bids or parts of bids as they may determine and to waive any irregularities or defects where the best interest of the City would be served.

10. BID PRICE

The bid price shall include all transportation, fuel, delivery, installation and all charges for the goods and services specified. The work done under this contract will be funded by the City of Newark. The State of Delaware prevailing wage schedule will therefore not be applicable to this contract.

11. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Contractor is to commence performance of the work described in this contract within ninety (90) calendar days from the date of written notice to proceed. Liquidated damages of three thousand and six hundred dollars (\$3,600.00) per day may be assessed to the Contractor by the City for each day the start of the contract is extended beyond the above schedule. Liquidated damages are not to be construed as a penalty in any sense.

12. INTENT OF SPECIFICATIONS

It shall be the contractor's responsibility to furnish the goods and services specifically indicated in the scope of work and specifications and such other as may be required to meet the intent of the specifications, drawings, or as may be necessary to provide the operation intended by the City.

13. EXCEPTIONS/DESCRIPTIVE INFORMATION

Any and all exceptions which are taken to the drawings and specifications must be noted in the space provided on the proposal. Any exception to the specifications may be grounds for rejection of the bid.

14. EQUALS

Where a specific product is specified by catalog or model number, the acceptability of any other "or equal" product shall be subject to the sole judgment of the City of Newark.

15. WARRANTIES AND STANDARDS

All goods are to be new and unused in all component parts, including all accessories. The specifications will be construed as the minimum required. When the manufacturer's standard exceeds the specifications, the standard units will be furnished. All materials shall be free of defects. All standard manufacturer's warranties and guarantees shall apply to equipment and goods supplied under this contract.

The Contractor guarantees all of the work and materials for a period of one year after the date of completion and final acceptance by the City.

16. WORKMANSHIP

Workmanship will conform to the best current manufacturing practice followed for goods of this type. Component parts and units will be manufactured to definite standard dimensions with proper fit and clearances.

17. FINAL INSPECTION

All delivered goods and services will be subject to inspection by the City of Newark, Delaware. If in any way an item fails to meet the terms of the contract, it may be rejected or liquidated damage charges made. The decision of the City will be final and any rejected items or materials will have to be replaced at the expense of the vendor.

18. ADVERTISEMENTS

Any bidder submitting a bid will not use the name of the City in any advertisement without first obtaining the written consent of the City Manager.

19. EEO AND BUSINESS LICENSES

The bidder shall possess all required business or other licenses and also shall be a fair and equal opportunity employer.

20. NONCOLLUSION

The bidder shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with the contract.

21. ADDENDA AND QUESTIONS

Any changes to the contract documents shall be made by written addenda which may be issued with extensions to the bid submittal date if necessary to allow adequate time for response. Bidders shall bear the entire responsibility for being sure they have received all such addenda. Any questions regarding the bidding process should be directed to Ms. Cenise Wright, Purchasing Administrator, at (302) 366-7000. Any questions regarding the contract specifications and special provisions should be directed to Mr. Tom Coleman, Director of Public Works and Water Resources, at (302) 366-7000.

22. PAYMENT

No invoice will be processed for payment until the goods and/or services have been delivered and verification is made that the specifications under this contract have been met. Progress payments, when requested, will be evaluated and approved for payment based on work completed to date according to the approved schedule of values. Payment for material stored on site will be made at 50% of the material's invoice price. Full payment will be made after the material is installed. Payment will be made within thirty (30) days of final acceptance by the City.

23. LIABILITY INSURANCE

- A. Except as otherwise provided by law, the contractor shall at all times maintain and keep in force such insurance as will protect him from claims under Worker's Compensation Acts, and also such insurance as will protect him and the owner from any such claims for damages for personal injuries, including death, which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor or anyone directly or indirectly employed by any of them.
- B. The Prime Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance not less than:

- \$2,000,000 Each Occurrence Limit
 - \$2,000,000 Personal & Advertising Injury Limit
 - \$3,000,000 Annual Aggregate Limit
 - \$3,000,000 Products-Completed Operations Limit

\$1,000,000 Business Auto Liability Limit
\$5,000,000 Commercial Umbrella Limit

The Prime/General Contractor, The City of Newark (Owner) and all other parties required of the general Contractor shall be included as insured on the CGL, using Additional Insured Endorsements providing coverage as broad as the coverage provided for the named insured subcontractor.

Subcontractors approved in association with the hiring of a Prime Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance not less than:

\$1,000,000 Each Occurrence Limit
\$1,000,000 Personal & Advertising Injury Limit
\$2,000,000 Annual Aggregate Limit
\$2,000,000 Products-Completed Operations Limit
\$1,000,000 Business Auto Liability Limit
\$3,000,000 Commercial Umbrella Limit

All Contractors shall provide Contractors Pollution Liability with limits not less than:

Each Claim or Occurrence	\$3,000,000
Annual Aggregate	\$3,000,000

The Contractors Pollution Liability policy shall include coverage for Emergency Response Costs, Contingent Transportation, Non-Owned Disposal Sites, and Natural Resource Damage. If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage, shall be provided for thirty (30) days following completion of the insured's services. In the alternative, the Contractors Pollution Liability policy shall be renewed for not less than thirty (30) days following completion. The policy retroactive date shall be no later than the effective date of this Agreement.

C. A copy of the Certificate of Insurance must accompany each bid.

24. TERMINATION OF AGREEMENT

This agreement may be terminated by the City upon thirty (30) days written notice if the contractor fails to perform satisfactorily in accordance with the terms and conditions of the contract. In the event this agreement is terminated, the contractor shall be paid for services satisfactorily rendered up to the termination date.

25. ITEMS TO BE EXECUTED AND SUBMITTED WITH BID

Bidders are notified that the proposal and the bid security must be executed and completed in full and submitted with the bid at the time of bidding, or may be subject to rejection.

26. ITEMS TO BE SUBMITTED WITH SIGNED CONTRACT

- A. Anticipated Start Date
- B. Collection Schedule
- C. Construction Bond
- D. Insurance Documentation